



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 17, 2002

IN REPLY PLEASE
REFER TO FILE: PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**BUENA VISTA CHANNEL IMPROVEMENTS
COUNTY-CITY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign the agreement between the City of Irwindale and the County of Los Angeles, which establishes the City's responsibility to perform the preliminary engineering, construction engineering, and contract administration for the portion of the Buena Vista Channel at the proposed Buena Vista Street Bridge crossing at no cost to the County. The agreement also provides for the County to reimburse the City the actual construction contract cost, but not to exceed \$100,000.00, and for the City to finance the remaining construction contract costs for the project in excess of the County's reimbursement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works proposes to replace 4,800 linear feet of existing Buena Vista Channel. The City proposes to realign Buena Vista Street, which involves constructing a new bridge over Buena Vista Channel, prior to Public Works channel replacement project. The City agrees to enlarge the channel at the new bridge according to our proposed project with a temporary raised invert that matches the existing invert elevation. The City will perform the preliminary engineering, construction engineering, and contract administration for the project at no cost to the County.

The County will reimburse the City the construction contract cost in a not-to-exceed amount of \$100,000. The City will finance the remaining construction contract costs for the project in excess of the County's reimbursement.

Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Fiscal Responsibility by utilizing a collaborative effort with the City of Irwindale to share the construction costs of the project.

FISCAL IMPACT/FINANCING

The cost of the County's share for the proposed project is \$100,000. Public Works will reimburse the City of Irwindale after the completion of the project. Financing for this agreement is available from the Fiscal Year 2002-03 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement has been reviewed and approved as to form by County Counsel. This agreement was executed by the City of Irwindale on September 12, 2002.

ENVIRONMENTAL DOCUMENTATION

Your Board adopted a Negative Declaration for this project on March 12, 2002, Synopsis No. 57, for the Buena Vista Channel replacement and improvement project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will not have a significant impact on current flood control services or projects currently planned. Upon construction completion to the satisfaction of the County, the County will be responsible for future operation, maintenance, and repair of the drain.

The Honorable Board of Supervisors
October 17, 2002
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CONCLUSION

Enclosed are three originals of the agreement, which have been executed by the City. Please return two fully executed originals of the agreement along with one approved copy of this letter to Public Works for further processing. The agreement labeled County original is to be retained for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

SM:ph
C020603
A:\DPW LETTERHD WITH DATE.wpd

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF IRWINDALE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District, hereinafter referred to as "DISTRICT," pursuant to Section 56-3/4 of COUNTY'S Charter and in accordance with an Agreement approved on December 26, 1984, between COUNTY and DISTRICT; and

WHEREAS, COUNTY proposes to enlarge the Buena Vista Channel from Valley Circle to Meridian Street; and

WHEREAS, CITY proposes to realign Buena Vista Street and construct a new bridge crossing over Buena Vista Channel within the limits of COUNTY's proposed channel enlargement project; and

WHEREAS, CITY desires to construct the Buena Vista Street Bridge crossing prior to COUNTY enlarging the Buena Vista Channel; and

WHEREAS, COUNTY and CITY wish to reduce costs by having CITY design and construct a portion of the Buena Vista Channel at the proposed Buena Vista Street bridge crossing; hereinafter referred to as "CHANNEL PROJECT"; and

WHEREAS, CHANNEL PROJECT consists of the work related to enlarging the channel at the new bridge crossing with a temporary raised invert that matches the existing invert elevation; and

WHEREAS, CHANNEL PROJECT is entirely within the jurisdictional limits of CITY;
and

WHEREAS, CHANNEL PROJECT is in the general interest of CITY and COUNTY;
and

WHEREAS, CITY is willing to perform PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and RIGHT-OF-WAY ACQUISITION for CHANNEL PROJECT at no cost to COUNTY; and

WHEREAS, COUNTY is willing to reimburse CITY the CONSTRUCTION CONTRACT COST, not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00)

WHEREAS, CITY is willing to finance the remaining CONSTRUCTION CONTRACT COST in excess of COUNTY'S reimbursement; and

WHEREAS, CITY is willing to accept COUNTY funds for the purpose and in the manner stated herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To review and provide comments for plans and specifications for CHANNEL PROJECT.
- b. To reimburse CITY the CONSTRUCTION CONTRACT COST, not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), upon invoicing by the CITY, but in no event earlier than the completion of construction for CHANNEL PROJECT to the DISTRICT'S satisfaction.
- c. To accept ownership and thereafter be responsible for the operation and maintenance of CHANNEL PROJECT upon completion of CHANNEL PROJECT to the satisfaction of DISTRICT.

(2) CITY AGREES:

- a. To perform PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and RIGHT-OF-WAY ACQUISITION for CHANNEL PROJECT at no cost to COUNTY or DISTRICT.
- b. To ensure that CITY'S Contractor adds COUNTY, DISTRICT, and both of their officers, employees, and agents as additional insureds on its insurance policies including comprehensive general liability and automobile policies with the

minimum limits of coverage per Subsection 7-3 of the Standard Specifications for Public Works Construction.

- c. To obtain COUNTY'S approval of plans and specifications for CHANNEL PROJECT prior to start of any construction work for CHANNEL PROJECT.
- d. To cause CHANNEL PROJECT to be constructed in accordance with said plans and specifications approved by the COUNTY.
- e. To obtain, if necessary, and grant to DISTRICT permanent right of way necessary for the operation and maintenance of CHANNEL PROJECT all at no cost to COUNTY or DISTRICT.
- f. To grant DISTRICT permission to occupy and use CITY public streets for the operation, maintenance, and repair or replacement of CHANNEL PROJECT at no cost to COUNTY or DISTRICT.
- g. CITY will provide COUNTY with two (2) sets of approved final plans and specifications at least 15 working days before the start of construction as well as two (2) sets of the CHANNEL PROJECT record drawings within 30 days of completion of CHANNEL PROJECT.
- h. Upon completion of construction, and at no cost to COUNTY or DISTRICT, to operate and maintain CHANNEL PROJECT until CHANNEL PROJECT is accepted by DISTRICT for operation and maintenance.
- i. To not hold COUNTY or DISTRICT accountable for the expense of relocation, alteration, and modification of CHANNEL PROJECT once installed, necessitated by future street improvements, realignments, or reconstruction.
- j. To indemnify, defend, and save harmless COUNTY, DISTRICT, their agents, officers, and employees from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or subconsultants of any tier in conjunction with CHANNEL PROJECT, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall include all payments by the CITY to the Contractor for construction of CHANNEL PROJECT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental documentation; design survey; soils report; traffic engineering and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to start of construction work for CHANNEL PROJECT.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of plans and specifications for CHANNEL PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of CHANNEL PROJECT, and all other necessary work after start of construction for CHANNEL PROJECT to cause CHANNEL PROJECT to be constructed in accordance with said plans and specifications approved by DISTRICT.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation; expense; and all other work necessary to acquire right of way for construction and maintenance of CHANNEL PROJECT.
- e. During construction of CHANNEL PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish an inspector or other representative to inspect construction of CHANNEL PROJECT. Said inspectors shall cooperate and consult with each

other. COUNTY inspector shall not issue any directive(s) to the Contractor, but shall work through CITY inspector. The orders of CITY'S inspector to the Contractor or any other CITY person in charge of construction shall prevail and be final.

- f. COUNTY may unilaterally terminate this AGREEMENT without cause at any time prior to award of the construction contract, and in such an event, the CITY shall not be entitled to any compensation.
- g. This AGREEMENT may be modified only in writing with the signature of both parties in the manner originally executed.
- h. Each party shall have no financial obligation to the other party under this AGREEMENT except as herein expressly provided.
- i. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- j. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32380 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, is inapplicable to this AGREEMENT.
- k. This AGREEMENT was prepared by both parties and, therefore, shall not be interpreted for or against either party on the basis of who prepared it.

l. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

m. Any notices, correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Kwok Tam
Director of Public Works
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706-2192

COUNTY:

Mr. James A. Noyes
Director of Public Works
Attn. Steven Milewski
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF IRWINDALE on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

COUNTY OF LOS ANGELES,
Acting on behalf of the Los Angeles
County Flood Control District

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF IRWINDALE

By _____
Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
City Attorney

By _____
City Clerk